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Submission of images for examination and use is conditioned upon you agreeing to all the terms contained herein, including but not limited to your obtaining all third party rights and permissions and providing the required credit. If you object to any of these terms, including the arbitration or stipulated damage provisions, you must return the images immediately.

1. Transparencies, prints, scans or digital images (hereinafter "images") may be held for 60 days approval. Unless a longer period is requested and granted by EVERETT COLLECTION (hereinafter "EC"), a holding fee of \$1.00 per business day per image will be charged after 90 days, up to the time of return.
2. You are responsible for loss or damage of the images delivered to you, from time of receipt until their return to EC. You shall be responsible for safe delivery and return of images to EC and shall compensate EC for the loss or damage to images in transit or while in your possession. This agreement is not considered a bailment and is specifically conditioned upon the item so delivered being returned to EC in the same condition as received. All images are to be returned by you at your expense by messenger, air courier or registered mail (return receipt requested) prepaid and fully insured.
3. Monetary compensation for loss or damage of any duplicate image shall be \$250.00 and \$1500.00 for each original image. EC agrees to the delivery of the goods herein only upon the express understanding by you that the terms contained in this paragraph 3 are material to this agreement. You hereby assume full liability for your employees, agents, messengers and free-lance researchers for the loss, damage or misuse of the images.
4. EC only provides access to the Images in its archive. Unless otherwise specified in writing, EC is not the copyright owner of any image provided. In addition, no model or other releases exist on any Images unless specified in writing by EC. All intellectual property permissions, including copyright permissions, must be secured by you. Without limiting the foregoing, many new Images have limited licenses on the mounts. You may not exceed the restrictions set forth thereon. You agree to indemnify and hold EC harmless against all claims, including but not limited to claims of copyright or trademark infringement, violations of the rights of privacy and publicity, or defamation, arising out of the use of any Image provided to you hereunder. EC's liability to you for any error as to rights and permissions shall be the sum paid to EC per the invoice for the particular Image involved.
5. Images may not be used in any way, including layouts, scans or Photostats until payment by you of the amount set forth on the applicable invoice from EC and compliance with the terms hereunder. Without limiting the foregoing, EC provides access for the use specified on the invoice and for no other purpose.
6. All Images provided hereunder remain the property of EC. You may not retain scans of any Images provided to you by EC that are not published. You do not acquire any right, title, interest to any Image, including (without limitation) any electronic reproduction or promotional rights and you agree that you will not make, authorize or permit the use of any Image provided by EC, other than in accordance with the terms and conditions specified herein.
7. Payment herein is to be net forty-five (45) days. Any claims for adjustment or rejection of payment terms must be made to EC within ten (10) days after receipt of invoice. Time is of the essence in the performance by you of your obligations for payments and return of the Images hereunder. Any collection agency fees will be charged in addition to amount of the invoice. Notwithstanding any authorization you may receive from the copyright owner, you may not use any Image provided by EC until you have paid the sum set forth on the applicable invoice.
8. Images used editorially shall bear an archive credit line indicated by EC.
9. Recipient agrees that the above terms are made pursuant to Article 2 of the UNIFORM COMMERCIAL CODE and agrees to be bound by same.
10. This agreement contains the entire understanding between EC and you concerning the delivery, review and use of the applicable Images, and no term or condition may be added or deleted unless made in writing and signed by EC. You agree to be bound by the terms and conditions of any subsequent invoice issued by EC, which shall supersede any and all terms in your purchase order or any other document issued by you.